

Request for Proposals

Market Center Garage Elevator Modernization and Replacement



PARKING
OF BALTIMORE CITY
AUTHORITY

Parking Authority of Baltimore City
200 West Lombard Street, Suite B
Baltimore, MD 21201
443-573-2800

February 29, 2016

Introduction

Thank you for your interest in the Request for Proposals (RFP) for the Market Center Garage Elevator Modernization and Replacement. The Baltimore City Parking Authority. (“The Parking Authority” or “PABC”) is a quasi-public, non-profit corporation, organized under the laws of the State of Maryland, to oversee the management of garages owned by the City of Baltimore (the “City”). PABC is governed by its five-member Board of Directors, and its staff is employed to administer the agency’s programs and carry out the decisions of the Board. More information about the PABC can be found at [Baltimore City Parking Authority](#)

This RFP document should provide Respondents with the criteria and information that PABC will use to evaluate all submissions and will form the basis of a contract between PABC and the winning bidder. **The effect of any irregularities in this RFP, the submissions received, the review process and/or the award of a contract is within the sound discretion of the Parking Authority. No rights or legal causes of action shall accrue to any bidder as a result of this process.**

PABC is soliciting competitive proposals from qualified firms to upgrade and replace the three elevators at the Market Center Garage (the “project”). Located at 221 North Paca Street, in Baltimore City, and attached to the East Lexington Market complex, the Market Center Garage is a 10-story parking garage for 606 vehicles. See **Exhibit A** for site map and photos of the Market Center Garage. Built by the City in the mid 1980’s, the Garage has operated with its original three elevators for close to thirty years. One of the three elevators has ceased operating. The other two elevators have reached a stage where the repair and maintenance cost is no longer a cost-effective and viable option.

The project will require a number of trades, including the design, engineering, manufacturing, and installation of three elevators, demolition, carpentry, electrical, mechanical, fire protection, floor installers, dry wall installers, painters, etc. The project is expected to require major upgrades to the electrical systems (the Garage currently has 120 single-phase power) and the equipment in the two elevator machine rooms.

Rather than spread responsibility for the Project across different contractors, PABC desires to engage a single entity, a Prime Contractor, to do a turnkey project under a “design-build” approach. The Prime Contractor will have full responsibility for coordinating all aspects and phases of the project from design and engineering, permitting, demolition, construction, instruction and testing. The Prime Contractor will also engage and manage all subcontractors on the project, including the Elevator Installer.

Thank you for your interest,
The Baltimore City Parking Authority
(443) 573-2800

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EXHIBITS

- Exhibit A: Site Plan and Photos of Garage (PDF)
- Exhibit B: Existing Elevator Photos (PDF)
- Exhibit C: Minority and Women's Business Enterprises (MBE/WBE) Program Certification Forms and Documentation (PDF)
- Exhibit D: Baltimore City 2016 Prevailing Wage Rates (PDF)
- Exhibit E: Baltimore Apprentice Trainee Program (BATP) Certification Forms and Documentation (PDF)
- Exhibit F: Local Hiring Law Documentation Certification Forms and Documentation (PDF)
- Exhibit G: Employ Baltimore Certification Forms and Documentation (PDF)
- Exhibit H: Baltimore City Youth Works Certification Form (PDF)
- Exhibit I: Spreadsheet for Scope of Work under Proposal (EXCEL File)
- Exhibit J: Spreadsheet for Contract Price (EXCEL File)
- Exhibit K: 1984 Permit Set of drawings (PDF)

Proposal Cover Page

The **Proposal Cover Page** must be completed and signed by Respondents, and then enclosed in a “sealed” 8 1/2 by 11-inch envelope. The sealed envelope is to accompany the Master Copy and seven (7) copies of the Respondent’s proposals submitted in accordance with the procedures detailed in Section IX of this RFP.

The information identified as “Public Information” on the **Proposal Cover Page** will be publicly disclosed at the Parking Authority’s Board of Directors Meeting on May 10, 2016 at 4:00 p.m.

RFP NUMBER: OPS-02-2016

ISSUE DATE: February 29, 2016

TITLE: Market Center Garage Elevator Modernization and Replacement

ISSUING AGENCY: Parking Authority of Baltimore City
200 West Lombard Street, Suite B
Baltimore, MD 21201

CLOSING DATE: May 9, 2016

PUBLIC INFORMATION:

NAME AND ADDRESS
OF FIRM:

DATE:

BY:

(Signature in ink)

TITLE:

CONTRACT PRICE

(See Section VIII, Paragraph #4 of this RFP.)

Respondent's Submission Agreement (Proposal Cover Page)

RFP NUMBER: OPS-02-2016
ISSUE DATE: February 29, 2016
TITLE: Market Center Garage Elevator Modernization and Replacement
ISSUING AGENCY: Parking Authority of Baltimore City
200 West Lombard Street, Suite B
Baltimore, MD 21201

Nichelle Bolden Irene Van Sant
Contract Administrator Construction Project Manager
(443) 573-2824 (443) 573-2814

CLOSING DATE: May 9, 2016

CONTRACT: The selected Prime Contractor will execute a contract with the Parking Authority of Baltimore City. All proposals should contain this Submission Agreement statement, which indicates the Prime Contractor's willingness to accept a written contract and to agree to the inclusion of this RFP, the Prime Contractor's proposal, and all subsequent written material relevant thereto in the contract.

SUBMISSION AGREEMENT: In compliance with this Request for Proposals, and to all the conditions imposed herein, the undersigned agrees to provide elevator modernization and replacement for three passenger elevators at the Market Center Garage in accordance with the attached signed proposal, or mutually agreed upon subsequent negotiations.

FEDERAL EMPLOYEE ID: _____

NAME AND ADDRESS OF FIRM: _____

DATE: _____

BY: _____
(Signature in ink)

TITLE: _____

TELEPHONE NUMBER: (_____) _____

TELEPHONE NUMBER: (_____) _____

EMAIL: _____

Section I – General Information

1. Issue Date

The issue date of this RFP is **February 29, 2016**.

For a complete schedule of events for this RFP, see Section II.

2. RFP Coordinator

Upon release of this RFP, all Respondents' communications must be directed to the RFP Coordinator listed below:

RFP Coordinator: Nichelle Bolden
Contract Administrator
Parking Authority of Baltimore City
200 West Lombard Street, Suite B
Baltimore, MD 21201
(443) 573-2824
FAX: (410) 685-1557
E-Mail: Nichelle.Bolden@bcparking.com

(Alternate)
Construction
Project Manager: Irene Van Sant
Construction Project Manager
Parking Authority of Baltimore City
200 West Lombard Street, Suite B
Baltimore, MD 21201
(443) 573-2814
FAX: (410) 685-1557
E-Mail: Irene.VanSant@bcparking.com

3. RFP Modification

PABC reserves the right to change the RFP Schedule or issue addenda to the RFP at any time. PABC also reserves the right to cancel or to reissue the RFP, in whole or in part, and for any reason, at the sole discretion of PABC, at any time prior to the execution of the contract. If it is necessary to revise any part of this RFP prior to the due date for submission of the proposals, addenda will be posted to PABC's website [Parking Authority / RFP/RFQA&B](#)).

For Respondents to receive an “**email alert**” that addenda, responses to questions, or other documentation of changes or modifications with respect to the RFP has been posted on PABC’s website, please email the RFP Coordinator, Ms. Nichelle Bolden, your contact information. By return email, Respondents will receive instructions to be linked to PABC’s website [Parking Authority / RFP/RFQA&B](#) in order to receive “**email alerts**” during the RFP process.

Respondents are encouraged to be set up for “**email alerts**” as soon as possible after the Issue Date.

4. Exhibits and Plans

Eleven (11) Exhibits have been posted to PABC’s website [Parking Authority / RFP/RFQA&B](#) with this RFP Document. The Exhibits, along with this RFP, represent all of the necessary documentation for the RFP.

The Original (1984) Permit Set of drawings for the Market Center Garage is available on PABC’s website under **Exhibit K**. This Permit Set was obtained from the microfiche files of the City Permit Office. If you prefer to review a hard copy of the 1984 Permit Set at PABC offices, please contact the RFP Coordinator, Ms. Nichelle Bolden, at 441-573-2824 or Nichelle.Bolden@bcparking.com to arrange a time to stop by PABC Offices before **April 14, 2016**

5. Pre-Proposal Conference and Site Visit

A Pre-Proposal Conference and Site Visit will be held on **March 14, 2016** beginning at **10:00 a.m.** at the Market Center Garage (221 North Paca Street). Attendance is not mandatory; however, information presented may be valuable in the preparation of proposals, and all interested Respondents are urged to attend. Respondents are limited to no more than four (4) representatives at the Pre-Proposal Conference and Site Visit.

6. Individual Site Visits for Measurements and other Field Work

PABC will permit individual Respondents to visit the Garage in order to take measurements, photos or conduct other field work necessary to prepare the proposal. Day-to-day operations of the Garage are managed by Republic Parking System, Inc. (the “Operator”). These visits will be supervised by PABC or the Operator’s staff, and scheduled at times that do not interfere with the Garage operations.

If you wish to schedule an individual site visit, please contact the RFP Coordinator, Ms. Nichelle Bolden, at 441-573-2824 or Nichelle.Bolden@bcparking.com. Individual visits must be scheduled before **April 14, 2016**.

7. Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from Respondents attending the Pre-Proposal Conference and Site Visit. Questions apart from the Pre-Proposal conference must be submitted in writing (email is acceptable) to the RFP Coordinator, Ms. Nichelle Bolden at Nichelle.Bolden@bcparking.com by **4:00 p.m. on April 7, 2016**. Questions or requests received after this deadline shall not be considered.

A summary of all substantive questions and answers will be posted on PABC's web site [Parking Authority / RFP/RFQA&B](#) on or before **April 14, 2016**. All Respondents who have signed up to receive "**email alerts**" will receive an alert when the summary of questions has been posted to the website.

8. Closing Date for Proposals

The deadline for receipt of proposals is by 4:00p.m., on May 9, 2016.

Respondents who submit their proposals by mail or delivery service should allow sufficient mailing and delivery time to ensure receipt by the RFP Coordinator, Ms. Nichelle Bolden, by the time and date stated above.

The **Proposal Cover Page**, located on Page 4 of this RFP, must be completed and signed by Respondents, and then enclosed in a "sealed" 8 1/2 by 11-inch envelope. The sealed envelope is to accompany the Master Copy and seven (7) copies of the Respondent's proposals submitted in accordance with the procedures detailed in Section IX of this RFP.

The information on the **Proposal Cover Page** will be publicly disclosed at the Parking Authority Board of Directors Meetings at **4:00 p.m., on May 10, 2016**.

9. Issuing Office

The Baltimore City Parking Authority issues this RFP. All proposals, whether mailed or hand delivered, must be received by **4:00 p.m., on May 9, 2016 at:**

Baltimore City Parking Authority
200 West Lombard Street Suite B
Baltimore, Maryland 21202
Attention: Nichelle Bolden

All responses to this RFP shall be based on the material contained in this RFP, and any addenda or amendments which may be made to the RFP.

10. Final Selection

PABC reserves the right, at its sole discretion, to reject any or all proposals for any reason, prior to the execution of a contract, with no penalty to PABC. PABC reserves the right to refrain from contracting with any Respondent. The issuance of this RFP does not compel PABC to procure any services or to enter into contract negotiations. The final selection, if any, will be the proposal that, in the opinion of PABC, best meets the requirements set forth in this RFP and is in the best interest of the Parking Authority and the City of Baltimore.

The \$150.00 RFP fee shall be refunded to the Respondents should PABC reject all proposals.

11. Errors in Response

PABC will not be liable for any errors in proposals from Respondents. Respondents may not alter proposal documents after the deadline for submission of the proposals. PABC reserves the right to waive minor irregularities in the responses, or to make corrections or amendments to the response due to errors identified by PABC or the Respondents. This type of amendment will only be allowed for errors such as typing, transposition, omission, or any other obvious error. Any changes will be date and time stamped and attached to the response. All changes must be coordinated in writing with, authorized by, and made by the RFP Coordinator. Respondents are liable for all errors or omissions contained in their responses.

12. Incurring Expenses

Neither PABC nor the City shall be responsible for any cost incurred by any Respondent in preparing and submitting a proposal or any requested supplemental information in response to this RFP.

13. Duration of Proposal

Proposals, including terms, conditions, and prices are to be valid and irrevocable for a period of one hundred and twenty (120) days following the final date for submission of proposals.

14. Public Information Act Notice

PABC is subject to Maryland law regarding public access to records and information. Responses to this RFP and any contract executed in response to this RFP shall be a public record, as defined in Maryland State Law. Any specific information that is claimed by a Respondent to be confidential or proprietary must be clearly identified

as such. To the extent consistent with Maryland law, PABC shall maintain the confidentiality of all such records marked confidential or proprietary. If a request is made to view any information deemed confidential or proprietary, PABC will promptly notify the affected Respondent(s) of the request and the date that such records will be released to the requestor unless the Respondent deeming those records proprietary or confidential obtains from a Maryland court a protective order or other injunctive relief from disclosure. If the Respondent fails to obtain a court order protecting the disclosure prior to the release date, PABC will release the information to the requestor.

The scope of service included in the RFP response of the successful Respondent will be included in the resulting contract. Therefore, as part of a public quasi-city PABC contract; the entirety of the Respondent's response will be subject to public disclosure regardless of any claim of confidentiality or previously applicable statutory exemption. Nevertheless, should the Respondent obtain a court order from a court of competent jurisdiction prohibiting disclosure of parts of its proposal, PABC will comply with the court order. The burden is upon the Respondent to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly.

The PABC's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Respondent of any request(s) for disclosure within a period of three (3) years from date of award. Failure to adequately notify PABC of materials or records that are deemed "confidential" as required above, or failure to timely respond after notice of request for public disclosure has been given, shall be deemed a waiver by the Respondent of any claim that such materials are exempt from disclosure.

15. Compliance with the Law

By submitting an offer in response to this RFP, the Respondent selected for award agrees that it will comply with all Federal, State, and City laws, rules, and regulations applicable to its activities and obligations under this RFP and the Contract.

Section II – RFP Schedule

<u>Event</u>	<u>Date</u>
• Issue Request for Proposals (RFP)	February 29, 2016
• Pre-Proposal Conference and Site Visit	March 14, 2016 at 10 a.m.
• Deadline for Questions	April 7, 2016 by 4:00 p.m.
• Deadline for Individual Site Visits and Review of Hard-copy Building Plans	April 14, 2016
• Addendum (if any)	April 14, 2016
• Deadline for Proposals	May 9, 2016 by 4:00 p.m.

Section III – Purpose and Goals

PABC is soliciting competitive proposals from qualified firms to act as a Prime Contractor to replace and upgrade the three elevators at the Market Center Garage (the "Project"), located at 221 North Paca Street, in Baltimore City. The Market Center Garage is a 10-story open-air and unconditioned garage, constructed in the mid 1980's.

The goals of this RFP are as follows:

1. To provide a full modernization and replacement of all elevator equipment, components, and technology, including such features as (listed here for illustrative purposes only and not meant to be all-inclusive list):
 - a. Micro-computer-based controller.
 - b. Solid-state regenerative motor drive system.
 - c. Geared traction hoist machines and 3-phase hoist motors.
 - d. New hoist cables, wiring, switches, top of car run station, and rope gripper safety devices including a speed governor.
 - e. Automatic car to floor self-leveling.

- f. Automatic door interlock system.
 - g. Closed-loop door operator with three-dimension infrared light beams in each elevator.
 - h. Emergency service operations.
2. To replace and upgrade the elevator cab enclosures, roller guides, top railings, toe guards, platform load weighing devices, cab fixtures, including interior walls, panels, flooring, lighting, sills, and cab and hoistway doors, door tracks, headers, and rollers.
3. To replace all car operating panels, floor buttons, floor lanterns, car position indicators, audible signals and audible voice signals, and car telephones.
4. To procure equipment, components, and fixtures that are energy-efficient; will minimize maintenance problems; and will provide for a long useful life. PABC will evaluate proposals on how they satisfy the goal of durable, low maintenance and high energy efficient equipment and components.
5. To subcontract and manage all work of the other trades necessary to complete the project, including power and lighting, air conditioning, fire alarm systems, and building upgrades to machine rooms, hoistway and pit areas.
6. To install the three elevators in phases; with two elevators to remain functional and working at all times and only one elevator taken off-line at a time. The existing elevator on the Eutaw Street side that is not currently functional should be replaced and upgraded first; followed by the second elevator on the Eutaw Street side. When two new elevators are in place and working on the Eutaw Street side, the single elevator on the Paca Street side may be taken off-line.
7. To take all steps necessary to protect the public and the Operator's employees during the project; and to work cooperatively with PABC and the Operator to ensure a safe and functional parking environment.

Please be advised that the Market Center Garage will remain open to the public during the construction and installation phases of the project

The project also must not interfere with Lexington Market operations adjacent to the Garage, including the Market's loading dock area.

Section IV – Scope of Services and Design Criteria

The Prime Contractor will provide and comply with the Scope of Services and the Design Intent provided in this Section.

1. Scope of Services – Personnel, Schedule, Site Logistics and Pay Applications

- a. Provide a Project Manager, Field Superintendent, or other qualified person-in-charge on site during the work at all times.
- b. Prepare a final construction schedule prior to being granted a “Notice to Proceed” by PABC.
- c. Perform all work during the hours of when the Garage Manager’s Office is staffed: 6 a.m. to 8 p.m., Monday through Saturday, unless as otherwise approved by PABC. Work will be scheduled and coordinated with PABC and its Operator. Please be advised that the Market Center Garage is closed on Sunday.
- d. Clean impacted and adjacent areas of the Garage of dirt, dust and debris; and haul away all old equipment, components and other debris from the site on a daily basis.
- e. Secure for PABC all purchased elevator equipment and components, and/or other components, either in the possession of subcontractors or on-site at the Market Center Garage. Please be advised that there are limited storage areas in the Garage (two machine rooms and a small electrical room). PABC and its Operator will permit a non-locked area in the garage to be fenced or blocked off for storage of equipment and materials, spot-a-pots, and parking by the project team.
- f. Review and survey existing conditions at the Garage, including structural load limitations and areas where existing conditions are to remain and will require protection during construction.
- g. Demolish, remove and dispose of all old equipment and components properly. Demolition waste will be the property of the Prime Contractor; PABC will not retain ownership of any of removed items. The Prime Contractor is to locate or

place equipment, components or debris to be removed in such a way as to not impose excessive loads on supporting walls, floors, stairwells or the building framing.

- h. PABC and the City promote proper recycling of materials resulting from construction projects where feasible. The Prime Contractor will maintain materials management logs to document the off-site disposition of the existing elevators, equipment and/or building components and submit a list of items that were salvaged or recycled.
- i. It is not expected that hazardous materials will be encountered in the work done on site. **Any hazardous materials remediation or removal will be the responsibility of PABC.**
- j. Provide temporary shoring, bracing or structural supports as required through the construction to preserve stability, and prevent movement, settlement or collapse of construction.
- k. Provide anchorage and/or the structural supports necessary to secure the elevator equipment and components to the building, plus any necessary revisions of the building to comply with current codes and to meet requirements of this RFP.
- l. Maintain existing fire protection facilities in service that will remain in service during the project except when necessary to take them offline.
- m. Maintain adequate ventilation and portable fire suppression devices during any flame cutting operations on site.
- n. Prepare plans that will identify measures to:
 - Protect individuals and property during the project.
 - Work with PABC and the Operator to address proper disconnection or interruption of utilities with utility providers.
 - Provide temporary utility services or systems where necessary.

Please be advised that there is no domestic water connection inside the Garage. Limited access to water connections belonging to Lexington Market can be arranged or water must be brought to the site by the Prime Contractor.

- Protect existing utility services or systems that will remain.
 - Provide dust and noise control as necessary;
 - Maintain emergency egress from ramps and stairwells in the Garage at all times.
 - Provide an elevator operator for all trades or the public during construction when and where necessary.
 - Assist PABC and the Operator in the partial or full turnover of the elevators.
- o. Protect all work, equipment, and components from the weather during construction.
- p. Attend periodic construction meetings at PABC offices (200 West Lombard Street) during the project, bringing subcontractors, such as the Elevator Installer as necessary.
- q. Submit requests and documentation for payment for the Prime Contractor and all subcontractors, on a monthly basis, using AIA Pay Application forms (G702, G-703).

2. Scope of Services – Project Management and Coordination

- a. Coordinate all aspects and phases of the project from design and engineering, permitting, demolition, construction, testing, inspections, and turnover of the elevators to PABC.
- b. Engage; be contractually responsible for; and oversee the work on-site of all subcontractors, including the Elevator Installer.
- c. Conduct and verify, or cause to be conducted and verified, field measurements before fabrication.

Please be advised that room for field assembly on-site will be limited.

- d. Meet or exceed all applicable Code Requirements.

The elevators will be designed, manufactured and installed to comply with all requirements of local authorities having jurisdiction, and any authority that may govern requirements for elevators, including, but not limited to, elevator certifications, fire, electrical, life safety, and occupational health and safety codes, specifically applicable ASME/ANSI A17.1 safety codes and standards as adopted by the State of Maryland, and the 2010 ADA Standards for Accessible Design (adopted under the Code of Federal Regulation on March 15, 2011).

- e. Submit plans to the Baltimore City e-Plan permitting system and pay for all building permits as part of the Contract Price.

Per Francis Udentia ((410) 361-9265) of the Baltimore City Plans Examining, the project will need to submit the elevator shop drawings, including shaft details, and the mechanical, electrical and fire protection drawings. Drawings must include the seal and signature of an engineer registered in the State of Maryland.

- f. Respond and address comments received during permit review process to ensure all concerns of the Permit Office are addressed and the permit is approved
- g. Coordinate all elevator pre-testing, elevator QEI, and inspections, licensing, registration, and certifications under the Maryland Department of Labor, Licensing, and Regulation or any local authorities having jurisdiction.
- h. Provide, or cause the Elevator Installer to provide, a full warranty on all equipment and components and workmanship for One (1) Year, and, as part of the Contract Price, and a Two (2) Year Maintenance Agreement, following final acceptance of the new elevators.
- i. Include as a proposed Add-on Service, the cost of an Annual Maintenance Agreement for Years Three through Five, following final acceptance of the new elevators.
- j. Provide, or cause the Elevator Installer to provide, 24/7/365 Remote Monitoring Service, as part of the Annual Maintenance Agreement, following final acceptance of the new elevators.
- k. Prepare Record Drawings for the completed project, including a CAD copy (AutoCad 2010 version), and provide two copies of standard closeout documentation, including owner's operating manuals and warranty documents.

- I. Provide training to Operator's manager and on-site staff on the operation and troubleshooting of the elevator operation.

3. Scope of Services - Design Criteria, and Standards

As stated in Section III, PABC seeks a full modernization and replacement of all elevator equipment, components, and technology.

PABC will retain the existing elevator hoistway locations, hoistway entrances, elevator capacity, speed, cab size and height, and door ("front only") openings.

Two elevators are located on the Eutaw Street side of the Garage; one elevator is located on the Paca Street side. The elevators will continue to serve the same floors, with eleven (11) stops each on both the Eutaw and Paca Street sides, including the street or Ground Level, the Lexington Market Mezzanine Level, and Levels 1 through 9 of the Garage. Furthermore, please note that, on the Eutaw Street side, the existing two elevators do not stop at the Level 10 or roof level of the Garage.

The two elevators on the Eutaw Street side have glass-back rear walls, which overlook the Eutaw Street Plaza area. PABC desires to keep this glass feature in the new elevators, using stainless steel, as described below for the side interior elevator walls. The single elevator on the Paca Street side will be constructed using stainless steel on all Cab interior walls.

There are two elevator machine rooms (one each on the Eutaw Street and Paca Street sides) that will be retained. The Eutaw Street machine room measures approximately 11 $\frac{3}{4}$ by 3 $\frac{3}{4}$ feet. The Paca Street machine room measures approximately 12 $\frac{1}{2}$ by 10 $\frac{3}{4}$ feet.

PABC will retain the existing security cameras located in the elevator lobby areas.

There is no emergency generator on site for the Garage.

See **Exhibit B** for photos of the existing elevator lobbies and the machine rooms and **Exhibit K** for the Original (1984) Permit Set of drawings for the Market Center Garage on PABC's website [Parking Authority / RFP/RFQA&B](#).

This Permit Set was obtained from the microfiche files at the Permit Office. If you wish to review a hard copy of the 1984 Permit Set at PABC offices, please contact the RFP Coordinator, Ms. Nichelle Bolden, at 441-573-2824, or Nichelle.Bolden@bcparking.com, to arrange a time to stop by PABC Offices before April 14, 2016

The following design criteria and standards shall govern this RFP.

Elevator Installer

- a. All elevators shall be geared traction-type, serving eleven (11) stops each. Machine-room less elevators are not an acceptable substitute.
- b. All car slings, framework, and platforms shall be made of structural steel-shaped components, with no formed bent shaped components.
- c. All guide rails (car and counterweight) shall be machined or planed.
- d. All hoist ropes shall be traction steel of size, construction, and number to ensure proper operation and satisfactory wearing qualities.
- e. All lumber in contact with concrete or masonry shall be pressure treated lumber.
- f. All elevator equipment or components that will be painted are to be primed with a rust-inhibiting primer and paint specifically designated for application in an unconditioned parking garage environment.
- g. Respondents will provide in their submission the specifications regarding the grade, gauge, galvanization, and other finish specifications for the metal components in the elevators. PABC prefers #4 stainless steel with style and texture that will be easy to clean and maintain
- h. All Cab and Hall fixtures and finishes shall be of durable vandal resistant design.
- i. All Cab enclosures shall be constructed from new materials with high quality workmanship to ensure that the all portions of the cab are square, plumb and level. All metal CAB components, including shims, anchors, and bolts shall be stainless steel.
- j. The glass portion of the rear walls in the two Eutaw Street elevators will be clear laminated safety glass with anodized aluminum framing.

- k. For the two Eutaw Street elevators with rear glass walls, the Prime Contractor is to clean the garage-side only of the building's exterior glass curtainwall and metal framing prior to the elevator installation.

The Prime Contractor's scope is limited to cleaning only. Any repair work uncovered with respect to the curtainwall and building exterior façade will be the responsibility of PABC.

- l. Cab platform floors should be a full continuous piece of stainless steel finish with no open or un-welded joints.
- m. All Cab finished flooring will be a commercial resilient flooring with seamless installation, suitable for an unconditioned parking garage.
- n. Sills shall be made from stainless steel, bronze or nickel alloy set above the platform to accommodate the Cab finished flooring flush with the top of the sill without filler material under the finished flooring. All shims, bolts or other hardware used to mount the sill shall be stainless steel.
- o. Hall sills shall be set to assist with preventing water from running down the elevator hoistway.
- p. PABC prefers "center opening" doors as currently exists on the two Eutaw Street elevators. The Paca Street elevator is currently has a "left opening" door. PABC will accept a "left opening" door at Paca Street if clearance would not allow a "center opening" door.
- q. All car doors, hall doors, and door frames shall be stainless steel with suitable gauge, lamination, and finish to ensure the metals are suitably reinforced, sound deadened, and easy to maintain.
- r. All elevators shall have one (1) Control Panel.

Please be advised that the existing two Eutaw Street elevators currently have two controls panels, one on each side of the door. PABC will accept one control panel per elevator. The existing Paca Street elevator has a left side control panel, which is acceptable to PABC.

- s. Doors are to include high efficiency closed loop door operators, infrared entrance detection, and meet all new code requirements.

- t. Handrails: minimum 1 ½ inch stainless steel #4 cylindrical handrail with returned ends mounted at the Cab side and rear walls. Handrails are to be bolted to the wall with stainless steel brackets with 1 ½ inches clearance from inside the rail and wall surface. The Handrail finish is to be easy to maintain and to clean.

- u. All elevator indicator illumination/signalization and ceiling lights shall be LED type. Respondents are to specify the number of recessed LED downlights in each cab in their proposal.

- v. Signal Fixtures and Signage:
 - Pushbuttons and braille tags for all floors. All braille pieces should be engraved.
 - Integral and ADA compliant “hands free” telephone.
 - All required Fireman’s Emergency Service Provisions to meet code requirements.
 - All instructions should be engraved.
 - Hall lanterns and position indicators at every landing shall illuminate for up and down.
 - Audible signals shall sound in the car to tell passengers that the car is either stopping or passing a landing. The audible shall be “chime” type.
 - Audible voice messaging shall be furnished to allow audible announcements in each car.

- w. The elevator signage is to be manufactured within five hundred (500) miles of City of Baltimore.

- x. PABC will permit the posting of elevator manufacturer logos in parts of the elevators seen by the public, provided the proprietary items are reasonable, aesthetically pleasing in manner, and non-offensive.

- y. All cars shall have the capability to be monitored from a remote location via a telephone line. PABC and the Operator will supply dedicated telephone lines and connections to the Garage's service for the elevators and the machine rooms.

Other Trades

- a. Furnish and install the equipment for suitable ventilation and cooling to maintain the necessary machine room temperature and humidity.
- b. Provide, as needed, temporary electrical power for lighting, tools, the hoistway, etc. during installation, testing and adjusting the elevators.
- c. Provide all necessary permanent power supply, standby power units, circuit breakers, fused disconnect switches, with all branches or feed wires, pursuant to all electrical codes applicable to elevators.
- d. Provide all necessary modifications to the machine room, for example lighting, GFCI receptacles, conduit and wiring for mechanical units, etc., to bring the two machine rooms up to code.
- e. Provide all necessary telephone boxes, conduit and wiring.
- f. Provide stand-alone smoke detector system, located per code with all wiring from the sensing devices to the controller.
- g. Test and reset fire alarm and elevator recall.
- h. Furnish and install fire extinguishers in machine rooms as necessary per code.
- i. Provide all cutting, drilling, patching, and painting as necessary for fixtures, walls, partitions, floors, etc.
- j. Install Cab finished flooring (commercial resilient flooring with seamless installation, suitable for an unconditioned parking garage).

4. Scope of Services – Add-on Features or Services to be Priced Separately

PABC requests that following Add-on items be evaluated and priced by Respondents to determine their value to the Parking Authority.

- a. Construct or install a new weather-tight and waterproof roof to replace the canvas awnings on Level 9, the roof level of Paca Street elevator lobby and to caulk and/or to seal elevator lobby windows in order to make them water-tight. (Add-on #1)
- b. Clean and do selective repairs of red tile walls in both the Eutaw Street and Paca Street elevator lobbies, on all floors. (Add-On #2).
- c. Clean and re-paint the handrails in both Eutaw Street and Paca Street stairwells next to elevators. (Add-on #3)
- d. Cost of an Annual Maintenance Agreement for Years Three through Five following final acceptance of the new elevators. (Add-on #4)
- e. Annual Fee for 24/7/365 Remote Monitoring if not included in the Annual Maintenance Contract. (Add-on #5)

Section V – Contractual Requirements

Respondent should be prepared to accept a contract with PABC resulting from this RFP, which will incorporate the following requirements:

1. The contract will be a lump sum contract, with a “not to exceed” dollar amount, which will incorporate the RFP criteria and scope of services and the Prime Contractor’s proposal as part of the contract. See Section VIII for information about the proposal content and contract price.
2. The contract will incorporate all of City Requirements and Other Requirements stated in Sections VI and VII of this RFP respectively.
3. The final contract document will be submitted to the Baltimore City Board of Estimates for approval. Approval by the City of Baltimore Board of Estimates is a condition precedent, required for any contract or other transaction resulting from this RFP. Any supplemental contracts or subsequent agreements shall also require approval of the Baltimore City Board of Estimates as a condition prerequisite.
4. The project shall commence no later than thirty (30) days after the contract is approved by the Baltimore City Board of Estimates.
5. During the evaluation and/or negotiation process, the PABC has the right to require any clarification or change it needs to understand the recommended Prime Contractor’s approach to the project and view of the scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contract. The recommended Prime Contractor must complete all questionnaires provided by the PABC and/or the City, including current contracts, reference contact information, and history.

Section VI – City Requirements

PABC intends that the winning Prime Contractor will comply and/or satisfy the City Requirements applicable to the project. All Respondents to this RFP will be expected, as part of their proposals, to provide the certifications or other documentation detailed in this Section, as evidence of compliance. It is the responsibility of the Respondent to ensure that that all necessary documents evidencing compliance with the City Requirements listed below are completed. Failure to submit the completed documents may result in a proposal being rejected as “non-responsive”.

1. **MBE/WBE Goals:** It is the policy of the City of Baltimore that minority and women-owned business enterprises should have the maximum opportunity to participate in any and all components of the Project. The Prime Contractor will covenant and agree to comply with the hiring of minority and women-owned business enterprises (MBE/WBE) based on the goals for the project, as established by the City of Baltimore Minority and Women's Business Opportunity Office (MWBOO), pursuant to Article 5, Subtitle 29 of the Baltimore City Code.

The MBE/WBE Goals for the Project established by MWBOO are as follows:

- 6% MBE
- 1% WBE

There are no MBE Sub-Goals for the project.

Respondents must submit a **Commitment to Comply** and a **Statement of Intent** completed by each MBE or WBE contractor, subcontractor, or supplier with their proposal as evidence of compliance. See **Exhibit C** for MBE/WBE certification forms.

The MBW/WBE goals will apply to the total project cost. MBE/WBE firms must be certified by the City of Baltimore. This certification is done by MWBOO.

If Respondents have any questions regarding the MBE/WBE certifications or other questions regarding the MBE/WBE goals, please contact:

Minority and Women's Business Opportunity Office
City Law Department
Room101, City Hall
100 North Holliday Street
Baltimore, MD 21202
(410) 396-4355

2. **Baltimore City Prevailing Wage:** the Prime Contractor will pay, and cause all subcontractors to pay no less than the minimum hourly wage rate under Classification No. 1 Construction – Buildings, as established by the City of Baltimore Wage Commission, pursuant to Article 5, subtitle 25 of the Baltimore City Code.

The 2016 hourly wage rates will govern the project, which were approved by the Baltimore City Board of Estimates on December 9, 2015. The Prime Contractor and all subcontractors will submit certified payroll documentation, in a format acceptable to the Wage Commission, periodically as evidence of compliance by all firms working on the project. See **Exhibit D** for **2016 Labor Rates**.

If Respondents have any questions regarding the 2016 hourly wage rates or other questions regarding the Prevailing Wage Law, please contact:

Office of Civil Rights and Wage Enforcement
7 East Redwood Street, 9th Floor
Baltimore, MD 21202
Larry Ennels, Program Compliance Officer
(410) 396-4835

3. **Baltimore Apprentice Trainee Program (BATP):** the City of Baltimore has established an Apprentice Training Program for all City construction projects of \$1 Million dollars (\$1,000,000.00) or more to participate in an Apprenticeship “On the Job” Training Program certified by the State of Maryland.

If BATP is applicable to a proposal being submitted under this RFP, see **Exhibit E** for **BATP Certification** forms.

The Baltimore City Department of Human Resources is responsible for management and oversight of the BATP. For additional information, please contact Michael Alexander, BATP Project Manager, at (410) 396-1411.

4. **Local Hiring Law, Employ Baltimore and Youth Works Executive Order Goals:**

In responding to this RFP, the Prime Contractor covenants and agrees to comply with the City’s Local Hiring Law, Executive Order regarding Employ Baltimore, and Baltimore City YouthWorks, and to work cooperatively with the Mayor’s Office of Employment Development (MOED). For additional information about any MOED program, contact Rosalind Howard, Business Services Program Manager, at (443) 984-3014.

- a. **Local Hiring Law:** pursuant Article 5, Subtitle 27 of the Baltimore City Code, , effective December 23, 2013, the Local Hiring mandates that, at least 51% of the new jobs required to complete the contract, must be filled by Baltimore City residents. The Local Hiring Law applies to every contract greater than \$300,000, unless MOED grants an exception under the Local Hiring Law.

Within two (2) weeks of the Board of Estimates approval of the contract, the Prime Contractor shall contact MOED to arrange an employment analysis and review the workforce plan required for the contract. The Prime Contractor will not receive any payment under the contract unless the employment analysis is performed by MOED. See **Exhibit G** for documentation related to the Local Hiring Law.

If the **Local Hiring Law** is applicable to a proposal greater than \$300,000, the Respondent shall submit a written statement, **Local Hiring Statement of Compliance**, confirming their agreement to comply and work cooperatively with MOED to satisfy the requirements of the Local Hiring Law, or to seek a waiver.

If the **Local Hiring Law** governs the Prime Contractor's response to this RFP, Respondents should skip Paragraph b, **Employ Baltimore**, below and go directly to Paragraph c.

- b. **Employ Baltimore:** Pursuant to Executive Order, dated June 9, 2011, all contracts between \$50,000.01 and \$300,000.00 shall submit an **Employ Baltimore Certification** Statement, attached as **Exhibit G**, with its RFP response agreeing to post all new job openings with MOED and to provide periodic employment reports during, and at the end of the contract.
 - c. **Baltimore YouthWorks:** Pursuant to a Mayor's Executive Order, the Prime Contractor submit the **Baltimore YouthWorks Certification**, attached as **Exhibit H**, as part of RFP Submission.
5. **Baltimore City 1% for Art Requirement:** the Prime Contractor will not include the Baltimore City 1% for Art Requirement with their Contract Price in the RFP Submission. PABC will address the 1% for Art Requirement during contract negotiations.

Section VII – Other Requirements

- 1. **Builders Risk:** the Prime Contractor shall have and maintain during the life of the Contract such property insurance upon the complete value of the work on site. This insurance shall protect PABC and the City, as its interests may appear in the work, and shall insure against the perils of fire and extended coverage, theft, vandalism and malicious mischief. All Risk Insurance may not contain exclusions relating to flood, earthquake, mysterious disappearance, hail, and terrorism.
- 2. The Prime Contractor shall procure and maintain during the life of this contract the following required insurance coverage:

Commercial General Liability:	\$1,000,000 combined single limit each occurrence for bodily injury and property damage; \$3,000,000 aggregate and completed operations.
Umbrella Excess Coverage	\$5,000,000
Workers' Compensation	Coverage A – Statutory Coverage B - \$1,000,000
Business Automobile Liability:	\$1,000,000 combined single limit

3. The Mayor and City Council of Baltimore, its elected/appointed officials, and its employees, The Baltimore City Parking Authority and its employees, and Republic Parking System, Inc. and its employees shall be covered, by endorsement, as additional insured's with respect to liability arising out of activities performed by, or on behalf of, the Prime Contractor in connection with the prospective Agreement.

4. The Prime Contractor shall furnish the Parking Authority a Certificate of Insurance with a copy of the additional insured endorsement as verification that coverage is in force. The Parking Authority reserves the right to require complete copies of insurance policies at any time.

5. The Prime Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. To the extent of the Prime Contractor's negligence, the Prime Contractor's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Prime Contractor's insurance or benefit the Prime Contractor in any way.

6. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the Parking Authority. There will be an exception for non-payment of premium, which requires ten (10) day notice of cancellation.

7. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.
8. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render the prospective contract null and void; provided, however, that no act or omission of the Authority shall in any way limit, modify or affect the obligations of the Prime Contractor under any provision of the prospective contract.
9. Neither the Prime Contractor nor the Parking Authority shall be liable to the other for having caused or contributed to any occurrence which gives rise to a casualty or claim required to be insured under the prospective contract. All policies of insurance to be obtained by the Prime Contractor shall provide that any loss shall be payable notwithstanding any act or omission of the Authority or Prime Contractor that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by the Prime Contractor shall provide for (i.e., consent to) the waiver of subrogation against the Authority.
10. The Prime Contractor shall indemnify, defend, and hold harmless the Parking Authority, the City, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against the Parking Authority and/or City, its elected/appointed officials, employees, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Prime Contractor, its employees, agents, or volunteers, EXCEPT for activities caused by the sole negligent act or omission of the Parking Authority and/or City, its elected/appointed officials, employees, agents, and volunteers arising out of the prospective Agreement.
11. Bonding will not be required by the Parking Authority for the project.

Section VIII – Proposal Content

Proposals should be prepared simply and concisely, providing straightforward descriptions of capabilities, scope of services, design intent, product data, pricing, schedules etc. to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Each copy of the proposal shall be contained in a single volume and bound (except for the Master Copy) with a comb binding or similar binding. All documentation submitted with the proposal should be contained in that single volume.

Proposals should be organized into nine sections as described below to be considered responsive. All pages of the proposal should be numbered, and the sections should be separated by a tab or divider. The proposal should contain a table of contents which cross references the nine sections or Tabs listed below.

Additional information which the Respondent wishes to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place, or be attached at the end of the proposal and designated as additional material.

Proposals should be prepared on 8 1/2 x 11 inch paper; however, 11 x 14 inch paper is permissible for drawings, renderings, charts, spreadsheets, etc.

1. Cover Page (TAB 1 Limit to one page.)

Submit the **Respondent's Submission Agreement**, located on Page 5 of this RFP, and signed by a representative of your organization who can officially represent the Respondent for this submission.

The copy containing the original signatures on the **Respondent's Submission Agreement** should be included in the unbound "Master Copy." See Section IX, Paragraph #4 for additional instructions.

2. Prime Contractor's General Qualifications, Previous Experience and Identification of Team (TAB 2 Limit to ten pages.)

Respondents must demonstrate in the proposal, using previous completed projects and references, their qualifications in managing commercial elevator installations in high rise buildings and parking garages. To be considered responsive, Respondents must, at the time of the proposal, be an established business with all required licenses, facilities, equipment, and trained personnel necessary to perform the work as specified in this RFP.

Please provide the following:

- a. History and organization of the Prime Contractor firm (i.e., ownership, location, size of company, number of years in business, etc.) that demonstrates the business and general ability of the Respondent to perform the project.
- b. Identify the Project Manager for the Market Center Garage project plus his or her bio or resume.
- c. Identify any other key or team members from the Prime Contractor's firm, who will be involved in the project.
- d. Identify all subcontractors or service providers for all other trades providers that will be part of the project team, including the Elevator Manufacturer and Installer.

Include for each subcontractor or service provider the following: the area of the job or service that will be handled by the subcontractor or service provider, their office location, and the name of the subcontractor's project manager

- e. Identify any work on the project that the Prime Contractor intends to self-perform.
- f. For the Prime Contractor and the Elevator Installer, list and describe three completed new elevator installations or modernization and replacement projects, in the past ten years, in high-rise buildings or parking garages.
- g. For the Prime Contractor and the Elevator Installer, provide three (3) references. Please include the name of the individual to be contacted, the name of the business or the project, description of the project, telephone number and email address.

3. Description of Scope of Work proposed by Prime Contractor

(TAB 3 There is no limit on the number of pages that may be included under this section.)

Respondents must provide detailed descriptions of the scope of work that will be done under the proposal.

- a. Complete the spreadsheet, attached hereto as **Exhibit I**, to summarize the scope of work under the proposal. Please use the spreadsheet as much as possible to describe all major elevator components that will be installed by manufacturer, by type of material, and by operating characteristics.

In addition to the information provided on the spreadsheet, Respondents may submit other written documentation to expand PABC's knowledge of the proposal in the following areas listed in Paragraphs b – g below.

- b. Include product data, catalog cuts, environmental limitations, or other documentation.
- c. Address the performance criteria that the elevators will meet upon completion, including speed, leveling, flight time, door operation time (time to open and time to close), and standing time.
- d. Describe the details of the Manufacturer Warranty and Elevator Maintenance Programs that will be included in the Contract Price or as Add-on items in the Proposal.
- e. Describe the Remote Monitoring features included in the proposal.
- f. Describe the building code, safety and ADA upgrade features included in the proposal.
- g. Describe cab and other finishes utilized in the proposal, and the benefits that will accrue to PABC from low maintenance and energy efficient components.

4. **Contract Price and Cash Flow Projection**

(TAB 4 Limit to three pages in addition to the two-page spreadsheet.)

- a. PABC anticipates a lump sum contract with a “not-to-exceed” dollar amount for the project. Please utilize the two-page spreadsheet, attached hereto as **Exhibit J**, which must list the cost of each trade and service, to be provided by the Prime Contractor or any Subcontractor, including the Elevator Installer, plus a line item for contingency, insurance, overhead and fees (profit).
- b. Provide details of any additional costs listed under “Other” as necessary.
- c. The cost of Add-on items for the additional scope of work requested by PABC is to be listed separately on the spreadsheet. Please complete the general conditions, permits, contingency, insurance, and fees (profit) for each Add-on item.
- d. The Contract Price and the cost of the Add-on items are is to reflect the cost of complying with all City requirements, including MBE/WBE and prevailing wage.

- e. Complete the section of the spreadsheet titled Projected Draw Schedule for the amount and timing of construction draws, including any required upfront deposits.
- f. Respondents may add three additional pages of explanations or clarifying notes to support the Contract Price.

5. Construction Duration and Schedule (TAB 5 Limit one page.)

Provide a forecast of the time that it will take to complete the project, with as much detail as is available at this stage of the proposal.

6. MBE/WBE Commitment (TAB 6 Submit all applicable forms.)

Submit **Commitment to Comply** executed by Prime Contractor and a **Statement of Intent** executed by each MBE or WBE Subcontractor and the Prime Contractor. See **Exhibit C** for forms.

7. Other City Requirements: Local Hiring, Employ Baltimore, and Youth Works Certifications (TAB 7 Submit all applicable forms.)

- a. Baltimore Apprentice Trainee Program (BATP) for contracts greater than \$1,000,000.00). See **Exhibit E** for **BATP Certification (Parts I, II and III)** forms.
- b. Local Hiring Law (for contracts greater than \$300,000). See **Exhibit F** for program documentation. **Because there is no Local Hiring Law Certification form to be completed during the RFP process, Respondents are to submit a written statement that they will comply with the Local Hiring Law.**
- c. Employ Baltimore (for contracts between \$50,000.01 and \$300,000.00). See **Exhibit G** for **Employ Baltimore Certification Statement** form.
- d. Youth Works (mandatory for all proposals). See **Exhibit H** for **Baltimore Youth Works Certification** form.

8. Prime Contractor Certification (TAB 8 Limit to one page.)

Respondent is required to make the following certifications and assurances, in writing, as a required element of their proposal, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award and continuation of the contract resulting from this RFP.

The Respondent certifies that it and/or its authorized representative do not have:

- a. Any affiliations with person(s) recognized by law enforcement officers as being habitual criminals or members of criminal cartels.
- b. Any convictions or judgments (civil or criminal) for fraud, deceit, or crimes involving moral turpitude.
- c. A petition under the Bankruptcy Act, or any state insolvency law, filed by or against any of the named entities.
- d. Any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right or license of the Respondent to engage in any business practice or activity.
- e. A subsidiary or intermediate company, parent company or holding company that was, during the last two (2) years, the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Respondent or such other party as listed above to engage in any business, practice or activity.

9. List of Exceptions (TAB 9 Limit to two pages)

This section should contain any exceptions to or deviations from the requirements of this RFP. Respondent must clearly state in writing and explain any exceptions. If there are no exceptions, a statement to that effect must be made.

Section IX – Submission Procedures for Proposals

1. Respondents must submit eight (8) hard copies of the proposal. One (1) copy must have original signatures (“Master Copy”) and seven (7) copies may have photocopied signatures.
2. The **Proposal Cover Page**, located on Page 4 of this RFP, must be completed and signed by Respondents, and then enclosed in a “sealed” 8 1/2 by 11-inch envelope. The sealed envelope is to be placed on top of Master Copy and the seven (7) copies of the Respondent’s proposals.

The information on the **Proposal Cover Page** will be publicly disclosed at the Parking Authority Board of Directors Meetings on May 10, 2016 at 4:00 p.m.

3. Respondents must submit one (1) electronic copy of the proposal on a compact disk, in either Adobe Acrobat (.pdf), or Microsoft Word (.doc) format.
4. The copy containing original signatures must be unbound and must be marked “Master Copy.” The Master Copy of the proposal must be accompanied by the original **Respondent’s Submission Agreement** (page 5 of this RFP) which has been completed and signed by the Respondent’s representative who is authorized to bind the Respondent contractually.
5. A check, in the amount of One Hundred and Fifty Dollars (\$150.00), made payable to the Baltimore City Parking Authority must be submitted with the proposal.
6. The proposals must be received by the RFP Coordinator by 4:00 p.m., Eastern Standard Time, May 9, 2016. The RFP Coordinator will not accept faxed or emailed proposals.
7. Terms and prices included in the response must be guaranteed for 120 days from the date of receipt.
8. Late proposals will not be accepted, nor will time extensions be granted. It is the sole responsibility of the Respondent to ensure receipt of proposals by the RFP Coordinator by the specified date and time and at the specified location.

9. All proposals and accompanying documentation become the property of PABC and will not be returned.
10. Proposals which are deemed incomplete by PABC may be disqualified from further consideration.

Section X – Evaluation of Proposals and Selection Criteria

1. Evaluation Procedures

The respondent must satisfy the mandatory requirements of this RFP to qualify for further consideration. The evaluation process will determine the merits of the Respondent's proposal, the approach and the relative competitive position.

2. Basis for Evaluation

The responses covering general qualifications and previous experience of the project team, scope and quality of the project, compliance with City and all other legal requirements, and the Contract Price will be evaluated on the basis of information provided in the proposal.

3. Advisory Panel

All proposals will be reviewed by an Advisory Panel that will consist of designated PABC representatives and other City or outside professionals with expertise in parking garages and construction projects. The Advisory Panel will consider how well the respondent meets all RFP requirements as described in this RFP document.

The Advisory PABC will recommend award of a contract based on the proposal that represents the "Best Value" to the Parking Authority and to the City. Respondents may be short-listed (at PABC discretion) and/or requested to make a presentation to the Advisory Panel.

4. Evaluation Criteria

The following criteria and weights will be used by the Advisory Panel to evaluate each written proposal:

- | | |
|---|------------|
| a. Prime Contractor and Subcontractor Qualifications | 25% |
| b. Design, Quality and Scope as presented in Proposal | 25% |
| c. Price | 50% |

5. Award of Contract

After its review and evaluation, the Advisory Panel will make a recommendation to the Parking Authority Board of Directors. The proposals and the recommendation of the Advisory Panel shall be considered by the Board of Directors, and the Respondent whose proposal is determined to represent the “Best Value” to the Parking Authority and to the City shall be selected.

The Prime Contractor recommended by the Board of Directors shall cooperate with PABC staff in good faith to promptly negotiate, execute and deliver the final contract document. If PABC staff and the selected Prime Contractor fail to negotiate an agreement deemed acceptable by PABC staff, the Parking Authority reserves the right to negotiate a contract with the Prime Contractor that it determines will provide the next best value.

6. Conflict of Interest

In the sole judgment of the Parking Authority, any and all proposals may be subject to disqualification on the basis of conflict of interest. The Parking Authority, at its sole option, may disqualify any proposal on the basis of such a conflict of interest

Section XI – Rights Reserved by the Parking Authority

1. The Parking Authority reserves the right in its sole discretion to recommend or not recommend the award of a contract related to this RFP based upon the written proposals received by the Parking Authority; to waive minor irregularities; and to conduct discussions with any or all Respondents to serve the best interests of the Parking Authority and the City. All portions of this RFP and the Respondent’s proposal will be considered a part of the contract and will be incorporated by reference.
2. The Parking Authority reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals received as a result of this RFP.
3. No proposal may be withdrawn for a period of one hundred and twenty (120) days subsequent to the Proposal Due Date without the consent of the Parking Authority.
4. No interpretation, explanation, or clarification of the contract will be binding on the Parking Authority unless reduced to writing and signed by the Executive Director of the Parking Authority.